

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII

1010 RICHARDS STREET
P. O. BOX 3469
HONOLULU, HAWAII 96801

FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

on
PARKWAY PHASE C-1
Kamehameha Highway & Mokulele Drive
Kaneohe, Oahu, Hawaii
REGISTRATION NO. 1081

IMPORTANT — Read This Report Before Buying

This Report Is Not an Approval or Disapproval of This Condominium Project

It reflects information obtained by the Real Estate Commission in its investigation of the project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project until

- (1) A copy of this Report has been given to the prospective purchaser,
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

Issued: February 27, 1979
Expires: March 27, 1980

SPECIAL ATTENTION

A comprehensive reading of this report is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of the purchaser or prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED JANUARY 25, 1979 AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED WITH THE COMMISSION AS OF FEBRUARY 21, 1979. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT SET FORTH IN CHAPTER 514A, HAWAII REVISED STATUTES.

1. PARKWAY PHASE C-1 is a leasehold condominium project consisting of 14 apartments contained in seven separate buildings. Each buildings will contain two apartments. Each apartment will have appurtenant thereto two parking stalls as limited common elements. One guest parking stall exists as a common element of the project.
2. The Developer of the project has submitted to the Commission for examination all documents deemed necessary for the registration of the condominium project and the issuance of this Final Public Report.
3. The Developer reports that the basic documents (Declaration of Horizontal Property Regime, with By-Laws of the Association of Apartment Owners attached, and a copy of the approved Floor Plans) have been filed in the office of the recording officer.

The Declaration of Horizontal Property Regime, executed December 21, 1978, together with the By-Laws of Association of Apartment Owners, was recorded in the Bureau of Conveyances of the State of Hawaii in Liber 13379 at Page 561. The recording officer has designated Condominium Map No. 585 in the Bureau of Conveyances to the Project.

4. Advertising and promotional matter has not been submitted.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, and the Condominium Rules and Regulations which relate to Horizontal Property Regimes.
6. This Final Public Report is made a part of the registration on PARKWAY PHASE C-1 condominium project, Registration 1081. The Developer is responsible for placing this Final Public Report (white paper stock) in the hands of all purchasers and prospective purchasers and for securing a signed copy of the Receipt for Horizontal Property Regime Public Report from each purchaser and prospective purchasers.
7. This Final Public Report automatically expires thirteen (13) months after the date of issuance, February 27, 1979, unless a Supplementary Public Report is issued or the Commission, upon the review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: PARKWAY PHASE C-1

LOCATION: The approximately 1.409 acres of land committed to the regime is situated at KAMEHAMEHA HIGHWAY and MOKULELE DRIVE, Kaneohe, Koolau-poko, City and County of Honolulu, State of Hawaii

TAX MAP KEY: 4-5-103:8

ZONING: R-3 and R-4 designated as Planned Development - Housing District No. R-30 (Ordinance No. 4167 adopted by the Council of the City and County of Honolulu.

DEVELOPER: HKH VENTURES, a registered Hawaii Limited Partnership, whose principal place of business and post office address is 2024 North King Street and whose telephone number is 847-4241 and having the following General Partners:

<u>Name of General Partner</u>	<u>Address</u>
Herbert K. Horita	2024 N. King Street Honolulu, Hawaii
Kinji Kanazawa	Suite 301, 225 Queen Street Honolulu, Hawaii
Masakazu Horita	2024 N. King Street Honolulu, Hawaii
Shigeru Horita	2024 N. King Street Honolulu, Hawaii

ATTORNEY REPRESENTING DEVELOPER: John J. Hulten, Jr., Attorney at Law, A Law Corporation, Suite 310, Financial Plaza of the Pacific, Honolulu, Hawaii 96813, Telephone Number 536-2316.

DESCRIPTION: The project is to consist of a parcel of land containing approximately 1.409 acres, situated at Kaneohe, Koolaupoko, Oahu, Hawaii, with improvements to be constructed thereon consisting of 14 apartments contained in seven (7) buildings without basements, with parking facilities. Said structures are to be constructed principally of wood on concrete block foundations with exterior wood sidings and shake roofs.

There will be 8 types of dwelling units which have been designated as types 3A, 3Ar, 3B, 3Br, 3C, 3Cr, 3D, 3Dr. The apartments are located as shown on Condominium Map No. 585 and contain the number of rooms and approximate area set forth on Exhibit "A" attached hereto and made a part hereof which also shows the type of each apartment.

Each of the apartments shall have immediate access to a walkway on the grounds of the Project. Each apartment has appurtenant thereto as a limited common area a parking area consisting of a carport and an area for tandem parking in front of the carport all as designated on the Condominium Map with the same number as the apartment. There is one guest parking stall which is a common element.

The respective apartments shall not be deemed to include any pipes, wires, conduits, or other utility or service lines running through such apartment which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include all of its perimeter walls, to the middle of the wall connecting it to the other apartment designated in the same building, all the walls and partitions within its perimeter walls, all floors, foundations, ceilings and roofs, doors and door frames, windows and window frames, the appurtenant lanai and balcony, if any, all fixtures originally installed therein

and all pipes, conduits, utilities, etc. located therein and serving only such apartment.

COMMON ELEMENTS: The common elements which shall constitute one freehold estate, shall specifically include, but not be limited to:

- (i) Said land in fee simple
- (ii) All driveways, walkways, yards, grounds, and landscaping.
- (iii) All parking areas, including one guest parking stall and storage areas.
- (iv) All central and appurtenant installations for common services, including power, light, water, gas, sewer, telephone, television antenna, and trash disposal which serve more than one apartment.
- (v) All other parts of the Project necessary or convenient to its existence, maintenance, and safety, or normally in common use.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, herein called the "limited common elements", are hereby designated and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto easements for the use of such limited common elements as follows:

- (i) The area within the lot line upon which each respective apartment is built, as shown on the site plan constituting a portion of said Condominium Map, shall be appurtenant to and for the exclusive use of such apartment.
- (ii) The parking areas designated with the same number as an apartment shall be a limited common element reserved for the use of such apartment. Parking areas include covered carports and the tandem parking area in front of the carport except for apartment 1 which has 2 covered carports and no tandem parking area and apartment 2 which has only a covered carport.

Each apartment owner shall be responsible for the proper repair and maintenance of such limited common elements appurtenant to his apartment pursuant to Paragraph 10 of the Declaration, and shall at all times keep the same in good order and condition, and maintain and keep the land of each such lot and the parking area in a neat and attractive condition and keep the maintain all trees and shrubs and grass on the lot in good cultivation and replant the same as may be necessary, and repair and make good

all defects in the limited common elements of which notice shall be given by the Board of Directors or Managing Agent within thirty (30) days after the giving of such notice.

INTEREST TO BE CONVEYED TO PURCHASER: Each apartment shall have appurtenant thereto an undivided percentage interest called the "common interest" in all common elements of the project as set forth in Exhibit "A" attached hereto.

The voting rights of apartment owners, as well as their share of the common expenses, shall be in proportion to their common interest.

NOTE: The owner of each apartment shall be responsible for the care and maintenance of any yard, dwelling unit, balconies, lanais, fences, walls, entryways, garages, etc., which are included in the lot area consisting of the limited common element appurtenant to his apartment.

PURPOSE AND USE OF THE APARTMENTS: The purpose for which the apartments are intended and restricted as to use is residential; provided, that this shall not be construed to prohibit the renting or leasing of said apartments; provided, further, that no apartments shall be rented by the owner or owners thereof for transient or hotel purposes.

OWNERSHIP TO TITLE: The Certificate of Title dated December 28, 1978, issued by Long & Melone, Ltd., and submitted to the Commission, states that present fee simple ownership of the land committed to the project is vested as follows:

JAMES CHRISTIAN CASTLE, JAMES GORDON McINTOSH and HAWAIIAN TRUST COMPANY, LIMITED, Trustees of the Trust Estates created by Articles Fifth and Eighth of the Last Will and Testament of Harold K.L. Castle, deceased; IOLANI SCHOOL (a Hawaii Non-profit corporation); and HENRY HO WONG (Husband of Colene Smith Wong).

ENCUMBRANCES AGAINST TITLE: Said Certificate of Title dated December 28, 1978, also reports that title to the land is subject to the following encumbrances:

Title to all mineral and metallic mines reserved to the State of Hawaii.

EASEMENT 1 (8,585 square feet)
As shown on: File Plan 1438
Purpose : Road and utility
Location : Over and across said Lot 1

Restriction of vehicle access into and from Kamehameha Highway, as shown on File Plan 1438.

Cable Line Easement in favor of the United States of America, dated August 1, 1961, recorded in the Bureau of Conveyances in Book 4107, Page 119.

MASTER LEASE

Lessor(s): James Christian Castle and Hawaiian Trust Company, Limited, a Hawaii corporation, and James Gordon McIntosh, Trustees of the trust estates established pursuant to the Last Will and Testament, including

Codicils First through Fifth, of
Harold Kainalu Long Castle, deceased;
Harold K.L. Castle Foundation, a
Hawaii eleemosynary; and Henry Ho Wong,
Husband of Colene Smith Wong

Lessee(s): Shigeru Horita, Husband of Mitsue
Horita, and Herbert Kazuo Horita,
Husband of Miriam Reiko Horita, auth-
orized General Partners of HKH Ventures,
a Limited Partnership

Dated: June 1, 1972

Filed as Land Court Document No. 702600 and also recorded
in the Bureau of Conveyances in Book 10246 at Page 170.

Term: June 1, 1972 to December 31, 1980

Joinder thereto by Iolani School.

Lease said premises and others.

Said Master Lease was amended by instrument dated December
21, 1978, filed as Land Court Document No. 915868 and also
recorded in the Bureau of Conveyances in Book 13379 at Page
436, to extend term of said Lease from December 21, 1978
to December 31, 1983.

MORTGAGE AND FINANCING STATEMENT

Mortgagor(s): Shigeru Horita, Husband of Mitsue
Horita, and Herbert Kazuo Horita,
Husband of Miriam Reiko Horita, auth-
orized General Partners of HKH Ventures,
a Limited Partnership

Mortgagee(s): First Hawaiian Bank

Dated: December 23, 1974

Filed as Land Court Document No. 707646 and also recorded
in the Bureau of Conveyances in Book 10362 at Page 275.

To Secure: \$5,000,000.00

Mortgage leasehold interest.

ESTOPPEL CERTIFICATE

Dated: January 6, 1975

Filed as Land Court Document No. 707942 and also recorded
in the Bureau of Conveyances in Book 10369 at Page 177.

James Christian Castle, James Gordon McIntosh and Hawaiian
Trust Company, Limited, Trustees of the trust estates
created by Articles Fifth and Eighth of the Last Will and
Testament of Harold Kainalu Long Castle, deceased, Iolani
School and Henry Ho Wong, Husband of Colene Smith Wong,
consent to improvements re said Master Lease.

FINANCING STATEMENT

Debtor(s): HKH Ventures

Secured Party: First Hawaiian Bank

Recorded January 7, 1975 in the Bureau of Conveyances in
Book 10362 at Page 303

Covers: All right, title and interest, etc.
in Parkway Project.

Said Financing Statement was amended by instrument recorded December 12, 1978 in the Bureau of Conveyances in Book 13379 at Page 611.

GRANT OF EASEMENT

In Favor of: Hawaiian Electric Company, Inc. and
Hawaiian Telephone Company
Dated: November 29, 1978
Effective Date: July 17, 1975

Filed as Land Court Document No. 913893 and also recorded in the Bureau of Conveyances in Book 13355, Page 725.

Purpose: Utility
Location: Within said Lot 1

Supplementary Declaration and Amendment of Master Declaration of Covenants, Conditions and Restrictions for the Parkway Community at Kaneohe, Hawaii dated November 8, 1978, filed as Land Court Document No. 914663 and also recorded in the Bureau of Conveyances in Book 13364, at Page 430, to declare said premises be placed within and made subject to Master Declaration dated June 20, 1975, filed as Land Court Document No. 727416 and also recorded in the Bureau of Conveyances in Book 10786 at Page 442.

ADDITIONAL CHARGE MORTGAGE AND FINANCING STATEMENT

Mortgagor(s): Shigeru Horita, Husband of Mitsue
Horita, and Herbert Kazuo Horita,
Husband of Miriam Reiko Horita, auth-
orized General Partners of HKH Ventures,
a Limited Partnership

Mortgagee(s): First Hawaiian Bank

Dated: October 23, 1978

Filed as Land Court Document No. 915874 and also recorded in the Bureau of conveyances in Book 13379 at Page 525.

To Secure: \$506,400.00

Additional Charge to Mortgage dated December 23, 1974, filed as Land Court Document No. 707646 and also recorded in the Bureau of Conveyances in Book 10362 at Page 275.

ESTOPPEL CERTIFICATE dated December 21, 1978, filed as Land Court Document No. 915877 and also recorded in the Bureau of Conveyances in Book 13379, at Page 555. James Christian Castle, et al consent to improvements re Master Lease.

Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, limitations on title, and all other provisions contained in or incorporated by reference in the Declaration of Horizontal Property Regime and By-Laws attached thereto dated December 21, 1978, recorded in the Bureau of Conveyances in Book 13379, at Page 561, Condominium Map No. 585 (Parkway Phase C-1); any instrument creating the estate or interest herein set forth; and in any other allied instrument referred to in any of the instruments aforesaid.

REAL PROPERTY TAXES

Reference is made to the Office of the Tax Assessor, First Division, for any taxes due and owing on said parcel.

NOTE: The Developer has represented to the Commission that all mortgages will be released prior to the first conveyance of an apartment.

PURCHASE MONEY HANDLING: An Escrow Agreement dated December 1, 1978, has been executed and a copy of same has been filed with the Commission. The Escrow Agent is Developer's Escrow, a Hawaii corporation. Upon examination the Specimen Sales Contract and the executed Escrow Agreement are found to be in consonance with Chapter 514A, Hawaii Revised Statutes, and particularly Sections 514A-39 and 514A-63 through 514A-66.

Among other provisions the specimen Sales Contract provides, in part:

1. All interest, if any, received by Seller and/or Escrow on Buyer's deposits shall become the sole property of the Seller, and Buyer and Seller hereby jointly so instruct Escrow pursuant to the provisions of Sections 402-8 and 449-16.5 of the Hawaii Revised Statutes.
2. BUYER UNDERSTANDS THAT SELLER IS SELLING THE APARTMENT "AS IS WHERE IS" WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED AND BUYER AGREES TO LOOK SOLELY TO THE CONTRACTOR, EDWIN N. TAMURA, INC., OR APPLIANCE SUPPLIERS FOR WARRANTIES AND PUNCH LIST ITEMS.
3. Buyer acknowledges that the property described in the Declaration is subject to the provisions of Ordinance No. 4167 of the City and County of Honolulu, State of Hawaii, by which Ordinance said property was designated as Planned Development-Housing District No. R-30.
4. The Buyer acknowledges and agrees that all liens or security interests obtained by the interim lender as well as any extensions, renewals and modifications thereof shall be and remain at all times a lien or charge on the Project, including the Apartment and appurtenant common interest covered by this Sales Contract, and that such liens and security interests shall have priority over any interest whatsoever that the Purchaser may have obtained by this Sales Contract.
5. Buyer understands that Lessor has not controlled or otherwise participated in, in any way, either as joint venturer, or in any other capacity, the planning or construction of the demised premises or any other improvements in the Project. All approvals of plans and specifications by Lessor were given without regard to and without conducting any investigation into, the structural soundness of the improvements in the Project, code violations or

other matters relating to the legality or integrity of the improvements. Accordingly, Buyer agrees and declares as part of the consideration to Lessor for granting a Lease, that Buyer has and does hereby waive any and all claims which Buyer might otherwise have against Lessor, on account of faulty or improper construction of improvements, latent defects, code violations in building construction or representations concerning the demised premises, it being understood and agreed that the Buyer's right to make such claims, to the extent such claims are recognizable at law or equity, shall be against the Seller of this project or against any person or persons in privity of contract with said Seller, but not Lessor. Nothing in this paragraph, however, shall be deemed to constitute or create any warranty as to said matters, express or implied, by Seller.

It is incumbent upon the purchaser and prospective purchaser that he or she read with care the Sales Contract and the executed Escrow Agreement. The latter Agreement establishes how the proceeds from the sale of condominium units are placed in trust, as well as the retention and disbursement of said funds.

PARKWAY COMMUNITY ASSOCIATION: The purchaser and prospective purchaser is advised to familiarize himself with the terms of the Master Declaration of Covenants, Conditions and Restrictions affecting the property dated June 20, 1975, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 10786 at Page 442, as amended by Supplementary Declaration and Amendment of Master Declaration of Covenants, Conditions, and Restrictions for the Parkway Community at Kaneohe, Hawaii, dated November 8, 1979, and recorded in said Bureau in Liber 1-364 at Page 430. These documents detail the establishment of the Parkway Community Association, a non-profit corporation formed to provide maintenance of the recreational areas common to the project and other projects developed and to be developed in the area. The purchaser will have non-exclusive rights to use these recreational facilities, together with all others entitled thereto. By the terms of this Declaration and the Apartment Lease, the purchaser is required to be a member of this Association and to pay a pro rata share of the cost of the maintenance and repair of the recreational areas.

FINANCING OF PROJECT: Developer has obtained a commitment for the interim and permanent financing for this project from the First Hawaiian Bank on December 21, 1978.

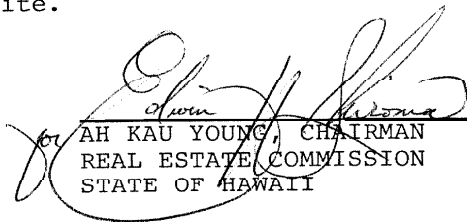
MANAGEMENT AND OPERATION: The Declaration discloses that the administration of the project shall be vested in the Association of Apartment Owners. The proposed By-Laws of the Association places in the Board of Directors the responsibility of employing a responsible Hawaii corporation as Managing Agent to manage and control the project, subject at all times to direction by the Board. The initial Managing Agent shall be Island Management and Leasing Services, Inc., 2119 N. King Street, Honolulu, Hawaii.

STATUS OF PROJECT: Construction of the buildings has commenced and completion estimated at March 31, 1979.

The Purchaser or prospective purchaser should be cognizant of the fact that this report represents information disclosed by the Developer in the required Notice of Intention submitted February 21, 1979.

This FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1081 filed with the Commission on January 25, 1979.

The report, when reproduced, shall be a true copy of the Commission's public report. The paper stock used in making facsimiles must be white.


AH KAU YOUNG, CHAIRMAN
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

Department of Taxation
Bureau of Conveyances
Planning Commission, City and
County of Honolulu
Federal Housing Administration
Escrow Agent

Registration No. 1081

February 27, 1979

EXHIBIT "A"

PARKWAY PHASE C-1

<u>BUILDING NUMBER</u>	<u>APARTMENT UNIT NO.</u>	<u>NET SQ. FT.</u>	<u>SQ. FT. LANAI (1) OR BALCONY (b)</u>	<u>APARTMENT TYPE</u>
38	1	1,012	65 (b)	3Ar
38	2	1,005	96 (b)	3Br
39	3	1,052	43 (b)	3D
39	4	1,052	43 (b)	3Dr
40	5	1,005	96 (b)	3B
40	6	1,005	96 (b)	3Br
41	7	1,012	65 (b)	3Ar
41	8	1,014	168 (1)	3C
42	9	1,014	168 (1)	3Cr
42	10	1,014	168 (1)	3C
43	11	1,014	168 (1)	3C
43	12	1,014	168 (1)	3Cr
44	13	1,014	168 (1)	3Cr
44	14	1,012	65 (b)	3A

Each apartment has seven rooms, consisting of a living room-dining room combination, three bedrooms, two bathrooms, and a kitchen, except for apartments 3 and 4 which each have eight rooms, consisting of a living room, dining room, three bedrooms, two bathrooms, and a kitchen.

Each apartment has a 1/14th (7.1428572-%) interest in the common elements.